## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

	X	
In re	: :	Chapter 11
LEHMAN BROTHERS HOLDINGS INC., et al.,	: :	Case No.: 08-13555 (JMP)
Debtors.	: :	(Jointly Administered)
	: v	

## NOTICE OF PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Hellenic Bank Public Company LTD ("<u>Transferor</u>") c/o The Manager Trust & Custodian Services
Corner Limassol & Athalassa Ave
P.O. Box 24747
1394 Nicosia, Cyprus

2. Please take notice that \$379,220.00 of your claim against Lehman Brothers Holdings Inc., identified by XS0284611869 arising from and relating to Proof of Claim No. 35994 (attached as <u>Exhibit A</u> hereto), has been transferred to:

Silver Point Capital Offshore Master Fund, L.P. ("<u>Transferee</u>") c/o Silver Point Capital, L.P. 2 Greenwich Plaza, First Floor Greenwich, CT 06830 Attn: David F. Steinmetz

An executed "Evidence of Transfer of Claim" is attached as  $\underline{\text{Exhibit B}}$  hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee at the above address, with a copy to:

Davis Polk & Wardwell LLP ("<u>Davis Polk</u>") 450 Lexington Avenue New York, NY 10017-3904 Fax: 212-701-5800 Attn: Eric Ruiz

3. No action is required <u>if you do not object</u> to the partial transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF MAILING OF THIS NOTICE, YOU MUST**:

-- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408

- -- SEND YOUR OBJECTION TO THE TRANSFEREE WITH A COPY TO DAVIS POLK.
- -- Refer to **INTERNAL CONTROL NO. XS0284611869** in your objection and any further correspondence related to this transfer.
- 4. If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING FOR THE TRANSFERRED PORTION OF THE CLAIM.

CLERK	
FOR CLERK'S OFFICE USE ONLY:	
This notice was mailed to the Transferor, by first class mail, postage prepaid on, 2013.	
INTERNAL CONTROL NO. XS0284611869	
Copy: (check) Claims Agent Transferee Debtors' Attorney	
Clerk of the Court	

# EXHIBIT A

Lehman Brothers				CURITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brothers Debtors.	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USI Lehmi	BC - Southern District of New York an Brothers Holdings Inc., Et Al. 09 13555 (JMP) 0000035994
based on Lehi	m may not be used nan Programs Secu hman-docket.com			08-13555 (JMP) 0000035994
Creditor) HEL C/C COR P C 139	LENIC BANK PUB THE MANAGER T NER LIMASSOL & BOX 24747 4 NICOSIA - CY	and address where notices should be BLIC COMPANY LTD - CLI FRUST & CUSTODIAN SERV ATHALASSA AVE  PRUS  Mail Address: C.fokas@helle	ENTS	Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number:  (If known)  Filed on:
Name and addres	s where payment should	be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Programs Securion and whether such dollars, using the you may attach a	otal amount of your clair ies as of September 15, ic claim matured or becar exchange rate as applic schedule with the claim	2008, whether you owned the Lehman ne fixed or liquidated before or after S able on September 15, 2008. If you ar amounts for each Lehman Programs	n Programs Securities on Septer September 15, 2008. The claim e filing this claim with respect to Security to which this claim reli- Pee million two hur	e the amount owed under your Lehman inber 15, 2008 or acquired them thereafter, amount must be stated in United States o more than one Lehman Programs Security, ates. Idred fifty-four thousand US Dollars int due on the Lehman Programs Securities.
2. Provide the this claim with re which this claim	International Securities International Securities International Securities International Internation	dentification Number (ISIN) for each ehman Programs Security, you may XS02846118	Lehman Programs Security to attach a schedule with the ISINs	which this claim relates. If you are filing s for the Lehman Programs Securities to
3. Provide the Cl appropriate (each from your account than one Lehmar relates.	earstream Bank Blockin n, a "Blocking Number") ntholder (i.e. the bank, b n Programs Security, you nk Blocking Number, 1	g Number, a Euroclear Bank Electron for each Lehman Programs Security roker or other entity that holds such so may attach a schedule with the Block	for which you are filing a claim ecurities on your behalf). If you king Numbers for each Lehman	depository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim other depository blocking reference
		(Requir	ed)	
you are filing thi accountholder (i. numbers.	s claim. You must acqui e. the bank, broker or ot	ire the relevant Clearstream Bank, Eur ner entity that holds such securities on	roclear Bank or other depository your behalf). Beneficial holde	ur Lehman Programs Securities for which y participant account number from your rs should not provide their personal account
Accountholders	Euroclear Bank, Clear	stream Bank or Other Depository I	-	CLEARSTREAM 87183
consent to, and a disclose your ide	re deemed to have autho	(Require ream Bank or Other Depository: By rized, Euroclear Bank, Clearstream B hman Programs Securities to the Debt	y filing this claim, you ank or other depository to	OCT 0 2 2009
Date.	of the creditor or other	n filing this claim must sign it. Sign a person authorized to fit this claim at the notice address above. Attach co	nd state address and telephone	EPIQ BANKRUPTCY SOLUTIONS, LLC
D 7.				m both 10 H C C SS 152 and 2571

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

#### DEFINITIONS

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

#### **Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

#### Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

#### INFORMATION

#### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

# EXHIBIT B

### AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Hellenic Bank Public Company LTD ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Silver Point Capital Offshore Master Fund Ltd. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the Claim Amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 35994 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule I attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transferr of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.



Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM is executed this \_\_\_\_ day of March 2012.

CHARALAMBOS PHOKAS

HELLENIC BANK PUBING WORFF CUSTODI

Namé:

Title: Marinos Athanássiades Assistant General Manager

c/o The Wignanch Thrust & Guistodian Services

CorndellimassBh&kAffhdlassa Avetd

P.O. Box 24747

1394 Nicosia, Cyprus

SILVER POINT C OFFSHORE MASTER

Name:

Title:

Silver Point Capital, L.P.

2 Greenwich Plaza

Greenwich, CT 06830

# Transferred Claims

Purchased Claim

EUR 268,000 of \$3,254,730 (the outstanding amount of the Proof of Claim).

Lehman Programs Securities to which Transfer Relates

ISIN/CUSIP	Issuer	Guarantor	Amount of Principal (Partial) Claim to be	Principal/Notional Amount
			Hansleited to buyer	
XS0284611869	Lehman Brothers Treasury Co Lehman Brothers	Lehman Brothers	EUR 268,000	\$3,254,730
	B.V The Netherlands	Holdings Inc.		
	Amsterdam			

Schedule 1-1

